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8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
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11 BEARCOM GROUP, INC., a Texas
12 corporation,

13 Plaintiff,

14 v.

15 GLOBAL COMMUNICATION
16 SERVICES, LLC, an unknown business
17 entity; GCS INC., an unknown business
18 entity; BRIAN MARTIN, an individual;
19 and DOES 1 through 10, inclusive,

20 Defendants.
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Case No. 2:24-cv-06308-MRA-JC

**JUDGMENT AND PERMANENT
INJUNCTION**

The Hon. Mónica Ramírez Almadani

1 WHEREAS, Plaintiff BearCom Group, Inc. (“Plaintiff”) on the one hand and
2 Defendant Brian Martin (“Defendant”), consenting to personal jurisdiction, subject
3 matter jurisdiction, and venue in this District Court, and pursuant to the Stipulation
4 for Entry of Judgment and Permanent Injunction (the “Stipulation”) that the parties
5 have filed in the above-captioned action, hereby stipulate and consent to the entry of
6 the following Judgment and Permanent Injunction (the “Judgment”).
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8 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

9 1. This Court has jurisdiction over the subject matter of this action,
10 Plaintiff, and Defendants.

11 2. Plaintiff owns valid and enforceable rights in and to the trademark
12 BEARCOM, as well as numerous design and composite marks incorporating
13 BEARCOM, which it has been using for nearly three decades (collectively, the
14 “BEARCOM Marks”) in connection with wireless equipment and wireless
15 communications requirements, including sales, rentals, installation, consulting, and
16 service.

17 3. Within one week of the date of this Order, Defendant shall
18 permanently and forever cease and desist worldwide from using, applying to
19 register, or otherwise acquiring any registration of or for: (i) the BEARCOM Marks
20 and any marks confusingly similar thereto, as or as a part of any trademark, trade
21 name, business or corporate name, domain name, social media name, username,
22 handle, or the like, email address, email display name, or in any other manner
23 whatsoever; or (ii) the term “BearCom,” or any term confusingly similar thereto, as
24 or as a part of any trademark, trade name, business or corporate name, domain
25 name, social media name, username, handle, or the like, email address, email
26 display name, or in any other manner whatsoever.

27 4. Within one week of the date of this Order, Defendant shall
28 permanently and forever cease and desist, worldwide, from creating or suggesting

1 any association, affiliation, partnership, sponsorship, endorsement, or other
2 connection between Defendant, or Defendant's products or services, and Plaintiff, or
3 Plaintiff's products or services, including, without limitation, posting images of
4 Defendant in apparel bearing any BEARCOM Mark or in proximity to any signage
5 bearing any BEARCOM Mark on any website or social media page (including
6 Facebook, Instagram, LinkedIn and others) Defendant uses, directly or indirectly, to
7 promote himself, any associated or affiliated business, or any of his or its goods or
8 services or posting information about or images from any project Defendant worked
9 on or participated in during his time with Plaintiff on any website or social media
10 page (including Facebook, Instagram, LinkedIn and others) Defendant uses, directly
11 or indirectly, to promote himself, any associated or affiliated business, or any of his
12 or its goods or services.

13 5. Notwithstanding the foregoing, nothing herein prevents Defendant
14 from listing in an employment history that he was an employee of BearCom from
15 September 23, 2016, to November 1, 2020, inclusive, without emphasizing
16 BearCom and suggesting any current connection or association with BearCom.

17 6. Defendant will ensure that Defendant Global Communication
18 Services, LLC, and Defendant GCS Inc., and any other companies, business, or
19 associations that he owns or controls, now or in the future, comply with the
20 restrictions imposed in Paragraph 3 and 4 of this Judgment.

21 7. Defendant shall never form any business entities or organizations to
22 avoid the restrictions set forth in this Agreement, or, in any way, assist any third
23 party to engage in any conduct that would violate the aforementioned restrictions,
24 including, without limitation, the formation of any business entities or organizations.


25 8. In any proceeding to enforce this Judgment, the prevailing party shall
26 be entitled to recover its reasonable attorneys' fees and costs.

27 9. Notwithstanding any contrary provisions of the Federal Rules of
28 Civil Procedure, and notwithstanding the absence of any findings of fact and/or

1 conclusions of law by this Court, any requirements for which have been expressly
2 waived by Plaintiff and Defendants, this Judgment is a final judgment in this action
3 and suitable for entry by the Clerk pursuant to Fed. R. Civ. Proc. 58 and 79(a). All
4 rights to appeal this Judgment, on any basis, have been expressly waived by the
5 Parties hereto.

6 10. Except as otherwise provided for herein, the above-captioned action
7 is dismissed with prejudice, with each party to bear its own costs and attorneys'
8 fees.

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10 Dated: August 26, 2024


The Hon. Mónica Ramírez Almadani
United States District Judge